



Terms & Conditions

July 2007

1. Interpretation

In these terms & conditions:

'COMPANY' means Buyinitaly Limited, registered in Scotland under Company Number SC273891.

'CUSTOMER' and 'CLIENT' mean the person, their family and/or associates, firm, body, corporate or incorporate who contracts to use any services provided by the company.

'VENDOR' is the person, firm, body, corporate or incorporate who contracts to sell property to the Customer or Client.

'CONTRACT' means any agreement entered between the Company and the Customer.

2. Terms overview

This site is subject to the following terms & conditions. By proceeding to view this site you will be deemed to have read and accepted these terms & conditions. No other terms shall apply. These terms may be varied by Buyinitaly Ltd from time to time and the revised terms will be deemed to apply at the relevant time.

3. Site information is given in good faith

The information in this Site, in either text or photographic format, is given in good faith and for general information and interest only. Whilst Buyinitaly Ltd uses reasonable efforts to only include accurate information in the Site and in its subsequent contacts with Customers, it makes no warranties or representations as to the accuracy of any information given. Buyinitaly Ltd assumes no responsibility for any errors or omissions in the content of the Site.

4. Contractual Relationship (I)

By browsing the information on this Site you are not entering into a contractual relationship with Buyinitaly Ltd.

5. Contractual Relationship (II) including Buyinitaly's Fees

5.1 By sending Buyinitaly Ltd your Wish List, which is clearly delineated on the left-hand side of each page of the Site, or when you make contact with Buyinitaly Ltd via telephone, email or in other written and verbal forms of communication you as the Customer or Client are deemed to have entered into the following contractual relationship with the Company:

5.2 Using the Wish List and/or any subsequent information supplied by the Customer, Buyinitaly Ltd will search the online Italian property market to find properties which will subsequently be shown to the Customer, via email or in writing.

5.3 The Asking Price of a property is defined as the price at which the property has initially been placed on the market. It is not defined as the price agreed or the eventual purchase price paid by the Customer.

5.4 When Buyinitaly Ltd first brings a property to the Customer's attention it will make clear – normally and where possible in writing, but occasionally verbally – how much the Asking Price is, and consequently how much the Company's Fee (as outlined below in term number 5.5) will be. The Company will make reasonable efforts to make all of its Fees explicit.

5.5 Should the Customer, and their family and associates, subsequently reach agreement with a Vendor to purchase a property which had been initially introduced to the Customer by the company, the Customer agrees to pay a standard Fee (usually 3% of the Property's Purchase Price plus VAT - with VAT in Italy being 20%). This fee covers the combined cost of all work undertaken by the estate agency in Italy and the rest of the Company's services.

5.6 If the Customer, and their family or associates, does not enter into any agreement to purchase a property shown to them by the Company the Company's Fee will not be payable. In this respect the Company states that it is free to run a search with Buyinitaly, as the Customer only pays the Company its Fee if the Company brings to the Customer's attention a property, and the Customer enters into an agreement to purchase that property.

5.7 The resemblance between the Customer's Wish List and the property subsequently purchased is entirely immaterial, and the Company provides no guarantee or recommendation that the property eventually purchased by the Customer will bear any resemblance to their original Wish List. Buyinitaly Ltd's Fees are payable by the Customer in each instance when there is a purchase agreement by the Customer for a property that Buyinitaly Ltd has brought to the Customer's attention.

5.8 The Customer enters into an agreement to purchase a property when a *Compromesso*, a *Rogito* or any other agreement is reached with a Vendor to purchase a property which has been brought to the Customer's attention by Buyinitaly Ltd.

5.9 The Company's Fee is to be paid by the Customer to the Company on, or on any day before, the date when the ownership of the property is officially transferred from the Vendor to the Customer (including family and associates). This date is normally but not always the date when the Notaio registers the change of ownership at the Catasto.

5.10 The exchange rate used for calculating the Asking Price and the Company's Fee will be the H.B.O.S. (Halifax Bank of Scotland) exchange rate on the date that the property details are brought to the Customer's attention.

6. Payment

6.1 The Customer shall pay all fees due to Buyinitaly Ltd within the period as stated by the Company, and where not otherwise stipulated within 30 days of the date of the Company's invoice.

6.2 The time of payment of the fees due to the Company shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Customer interest (both before and after decree) on the amount unpaid on all of the Customer's debts at the rate of 4% per annum above the Bank of Scotland base rate from time to time, until payment is made in full.

7. Preferred Partners

Buyinitaly Ltd has a working relationship with a number of specialist legal and financial firms. The Company has made reasonable efforts to assure itself that these firms are all UK-based, fully qualified and that they do not charge the most expensive rates in the market. The Company can provide referral into these firms, for which the Company will receive a fee, currently £130. Term number 10 (below) is relevant to these firms in that we provide access to these firms but do not provide any recommendation or guarantees about them. Any arrangements made by you with any such firm, regardless of how you come into contact with them, are entirely made at your sole risk and responsibility, and Buyinitaly Ltd cannot be held liable or responsible in any way for the actions of any other firm, whether a preferred partner firm or not.

8. Miscellaneous, Unforeseen and Other Fees

As stated in term number 5.4, the Company will make reasonable efforts to make all of its Fees explicit. On occasion there may be miscellaneous, unforeseen and other fees which the Company reserves the right to reasonably charge the Customer. In line with Company policy, the Company will make reasonable efforts to make the nature and amount of these fees explicit and transparent to the Customer, and the Company will endeavour to do so in a timely manner.

9. Right to alter material

Buyinitaly Ltd reserves the right to alter or delete material from the Site at any time and may, at any time, revise these terms without notice by updating this section.



10. Site information is not advice or recommendation

The information in this Site, in either text or photographic or tabular format, should not be relied on and does not constitute any form of advice or recommendation. By using this Site and our services you confirm that you have not relied on any such information. Any arrangements made between you and any third party named or referred to on this site, or any third party named in subsequent contact and communications between the customer and Buyinitaly Ltd are entirely at your sole risk and responsibility.

11. Warranties and liability

11.1 Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.2 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees, agents or otherwise) which arise out of or in connection with the supply of the Company's services to the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the services except as expressly provided in these conditions.

11.3 Explicitly, the Company gives no guarantees, cannot be held negligent and accepts no liability for any properties viewed or purchased by the Customer, or for any injuries or death attributable to or caused by any properties viewed by or purchased by the Customer. Any viewing or purchase of property is entirely at the Customer's sole risk and responsibility. This also holds for transportation to and from Italy. The Customer accepts that no liability is attributable to the Company for any accident, injury or death caused by transportation to view or purchase any property, and is the Customer's sole risk and responsibility.

11.4 Save as specifically provided in these conditions, the Customer renounces any right arising out of Article 4 of Directive 1999/44/EC, or any provision of national law giving effect thereto, to pursue remedies against the Company in respect of any liability of the Customer to a consumer.

12. Contractual obligations

Except as set out in our Privacy Statement (Term number 15, below) Buyinitaly Ltd will be under no liability to you whatsoever whether in contact, tort (including negligence), breach of statutory duty restitution or otherwise for any injury, damage, death or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in conjunction with the use of this Site or the use, accessing, downloading or relying on any or other materials contained in this Site, including, without limitation, as a result of any computer virus.

13. Site Ownership

This site is owned and operated by Buyinitaly Ltd. No material may be copied, modified or distributed in any way, except that you may download one copy of the materials on any single computer for your private use only, provided that you keep intact all copyright and other proprietary notices. The use of any such material on any other website is strictly prohibited.

14. Site operated under the Laws of Scotland

The Contract shall be governed by the laws of Scotland, and the Customer agrees to submit to the non-exclusive jurisdiction of the Scottish courts.

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Privacy statement

Buyinitaly Ltd operates a privacy policy, as outlined here, and this policy forms part of these terms and conditions.

- Buyinitaly Ltd complies with European Union data protection requirements. This applies to the entire Site. Any changes to these policies will be posted on this Site.
- Buyinitaly Ltd is committed to respecting your privacy and confidentiality. Our Site is designed so that, in general, you may visit Buyinitaly Ltd on the web without identifying yourself or revealing personal information.
- Once you choose to provide us with any information by which you can be identified – specifically by sending the Company your Wish List, or by emailing or entering into other forms of communication with the Company, then you can be assured that your information will only be used in the following ways:
- The information we gather from you is required by the Company in order to understand your needs and provide you with the best possible service

We require your contact details (normally email address) in order to effectively respond to your Wish List or other queries about Italian property purchase.

Our representatives will usually follow up, either by email, telephone or mail, with people who have requested information from the Site or who have expressed an interest in Italian property purchase.

Where you have submitted an application for employment with the Company, we may keep your details on file for future reference and may contact you in future should an appropriate position become available.

Should you not wish the above follow up contact, please make this clear when submitting your details.

Other Websites:

Our Site may contain links to enable you to visit other web sites of interest easily. However, once you have used these links to leave our Site you should note that we do not have any control over that other web site. Therefore we cannot be held responsible for the protection and privacy of information which you provide whilst visiting such Sites. Such Sites are not governed by this privacy statement. You are advised to exercise caution and look at the privacy statement applicable to the web site in question.

We collect the following information:

We require that Customers supply personal information, including contact details, budget, currency, region of interest and other key information in order to provide a high quality service.

- We may also ask you to provide us with information regarding your housing preferences and contact preferences in order to provide you with further correspondence about the properties for sale in Italy that we bring to your attention.
- Where Customers are applying for a position of employment we ask that a Curriculum Vitae is submitted.

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